

**Exhibit E**

20090112001130.001



20090112001130

FIRST AMERICAN NTS  
PAGE 001 OF 003  
01/12/2009 13:28  
KING COUNTY, WA 44.00

AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

(818) 260-1600

3627305  
Loan No: [REDACTED] 5315 APN: 072304-9322-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA-133027-C

**1ST AM ③/44 NOTICE OF TRUSTEE'S SALE  
PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 ET. SEQ.**

I. NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned Trustee will on 4/17/2009, at 10:00 AM at At the 4th Ave entrance to the King County Administration Building, 500 4th Avenue, Seattle, Washington sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of King, State of Washington, to-wit:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF 4TH AVENUE SOUTHWEST WHICH IS 384.61 FEET NORTH OF THE NORTH LINE OF SOUTHWEST 122ND STREET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SOUTHWEST 122ND STREET, 260.15 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF 4TH AVENUE SOUTHWEST 64.16 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SOUTHWEST 122ND STREET, 260.16 FEET TO THE EAST LINE OF 4TH AVENUE SOUTHWEST; THENCE NORTH ALONG SAID EAST LINE 64.16 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as:  
12002 4TH AVENUE SOUTHWEST  
SEATTLE, WASHINGTON 98146

which is subject to that certain Deed of Trust dated 11/1/1999, recorded 11/15/1999, under Auditor's File No. 19991115001505, in Book , Page records of King County, Washington, from LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantor(s), to N.P. FINANCIAL CORPORATION, A CALIFORNIA CORPORATION, as Trustee, to secure an obligation in favor of OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE, as Beneficiary, the beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE to RFC-BANKONE; NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE.

II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

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Loan No: [REDACTED] 5315

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III. The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO.PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
11/1/2007	12/31/2007	2	\$1,202.85	\$2,405.70
1/1/2008	4/30/2008	4	\$1,148.76	\$4,595.04
7/1/2008	1/9/2009	7	\$1,129.77	\$7,908.39
5/1/2008	6/30/2008	2	\$1,191.59	\$2,383.18

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/2007	12/31/2007	2	\$97.26
1/1/2008	4/30/2008	4	\$183.68
7/1/2008	1/9/2009	6	\$256.98
5/1/2008	6/30/2008	2	\$91.84

**PROMISSORY NOTE INFORMATION**

Note Dated: 11/1/1999  
Note Amount: \$100,000.00  
Interest Paid To: 10/1/2007  
Next Due Date: 11/1/2007

IV. The amount to cure defaulted payments as of the date of this notice is \$29,361.54. Payments and late charges may continue to accrue and additional advances to your loan may be made, if it is necessary to contact the beneficiary prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay.

As of the dated date of this document the required amount to payoff the obligation secured by the Deed of Trust is: \$116,143.33 (note: due to interest, late charges and other charges that may vary after the date of this notice, the amount due for actual loan payoff may be greater).

The principal sum of \$90,598.77, together with interest as provided in the Note from the 11/1/2007, and such other costs and fees as are provided by statute.

V. The above described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 4/17/2009. The defaults referred to in Paragraph III must be cured by 4/6/2009, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 4/6/2009 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 4/6/2009 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY	12002 4TH AVENUE SOUTHWEST SEATTLE, WASHINGTON 98146
LINDA C. NICHOLLS	12002 4TH AVENUE SOUTHWEST SEATTLE, WA 98146

by both first class and certified mail on 11/17/2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.

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Loan No: [REDACTED] 5315

T.S. No.: WA-133027-C

VII. The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.

IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X. NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: 1/9/2009

FIRST AMERICAN TITLE INSURANCE COMPANY  
818 Stewart Street Ste 800  
Seattle, WA 98101  
Sale Line: 714-730-2727

  
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Stephanie Hoy, Assistant Secretary

State of California ) ss.  
County of Orange)

On 1/9/2009, before me, Laura A. Kennedy, a Notary personally appeared Stephanie Hoy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

